

**VOLUNTARY AGREEMENT CONCERNING ISSUANCE OF LICENSE
FOR SALE OF ALCOHOLIC BEVERAGES**

THIS AGREEMENT, made and entered into this 4th day of December, 2000, by and between AKO FAMILY, INC. Trading as JEGOLL RESTAURANT (hereinafter the "Applicant"), and Advisory Neighborhood Commission 1C and Kalorama Citizens Association (hereinafter the "Protestants"), witnesses:

Whereas Applicant has filed an application (# 028182) with the District of Columbia Alcoholic Beverage Control Board (hereinafter the "Board") for the renewal of a class "CR" License for the premises known as JEGOLL RESTAURANT, located at 1841 COLUMBIA ROAD, N.W., Washington, D.C., 20009

Whereas Protestants have filed before the Board protests opposing the granting of this renewal,

Whereas in recognition of the Board's policy of encouraging parties to a protested proceeding to settle their differences by reaching voluntary agreements, the Parties hereto desire to enter into a voluntary agreement whereby (1) Applicant will agree to adopt certain measures to address the Protestants' concerns and to include this agreement as a formal condition of its application, and (2) Protestants will agree to the issuance of the renewal of the license and withdrawal of the Protest, *provided* that such agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such agreement,

Whereas Applicant has recently taken or intends to take certain measures designed to ameliorate Protestants' concerns,

Now [✓]therefore, in consideration of the mutual covenants and undertakings memorialized herein, the Parties hereby ^{agree} as follows:

1. Hours. The hours of operation shall be:

	Monday	Tues.	Wed.	Thurs.	Fri.	Sat.	Sun.
Inside:	8AM-2:00AM	8AM-2:00AM	8AM-2:00AM	8AM-2:00AM	8:00AM-3:00AM	8:00AM-3:00AM	8:00AM-2:00AM
Roof:	N/A						
Patio(s):	N/A						

(If hours are different on different floors please indicate)

N/A

If different from above, hours when alcohol will be served:

Inside:

Roof: N/A

Patio(s): N/A

2. Seating. Seating capacity will not exceed:

Interior tables: 64 Interior bar: 6 Patio(s) N/A: Roof: N/A

(Please indicate by floor, if more than one floor will have seating)

3. Noise/Music/Dancing. Applicant acknowledges familiarity with and will comply with noise-control provisions of District of Columbia law and regulations, including preventing emissions of sound, capable of being heard outside the premises, by any musical instrument or amplification device or other device or source of sound or noise, in accordance with DCMR 905. The doors and windows of the premises will be kept closed at all times during business hours when music is being played or a sound amplification device is being employed in the premises, except when persons are in the act of using the door for ingress to or egress from the premises. There shall be no music played on the roof.

4. Trash/garbage/rodents. Applicant shall maintain regular trash/garbage removal service, regularly remove trash from the trash and dumpster area, and see that the trash and dumpster area remain clean. Applicant shall deposit trash and garbage only in rodent-proof dumpsters, and shall see that dumpster covers fit properly and remain fully closed except when trash or garbage is being added or removed. Applicant will make every reasonable effort to eliminate food sources for rodents and eliminate the rat population.

5. Exterior including public space. (a) Applicant shall assist in the maintenance of the alleyway and the space in front of the establishment to at least 18 inches outward from the curb as needed to keep them free of trash and to remove snow and ice from the sidewalk and comply with all applicable D.C. laws and regulations in these respects. Applicant shall make every reasonable effort to prevent or disperse loitering or any other source of noise or disturbance in the areas in front or to the rear of the premises during business hours and at closing, and to cause patrons to leave those areas at closing.

(b) Applicant will provide for the proper removal of grease and fatty oils from the establishment and will not deposit grease or fatty oils in the dumpster.

6. Items specific to establishment.

SEE ATTACHED PAGE, NUMBERED 4

(Note: Be specific: locations, hours, soundproofing, etc.)

7. Bar/Pub Crawls. Applicant agrees not to promote or participate in bar or pub "crawls".

8. Consideration. Applicant will encourage employees and patrons to be considerate of neighboring residents at all times. Applicant will encourage employees leaving the establishment to keep conversations and noise down from 11:00 PM to 7:00 AM.

9. Modification. This agreement can be modified only by mutual agreement of all the parties with the approval of the ABC Board. In the case of ANC 1C, if Applicant desires to modify the terms of this agreement, prior to implementing the changes Applicant shall receive written agreement from ANC-1C after a majority of the commissioners shall have voted in favor of the changes at a full public meeting.

10. Regulations. In addition to the foregoing, Applicant will operate in compliance with all applicable laws and regulations.

11. Withdrawal of protests. Protestants agree to the issuance of the renewal of the license and withdrawal of their Protest, *provided* that the present Voluntary Agreement is incorporated into the Board's order renewing the license, which order is thereby conditioned upon compliance with such Voluntary Agreement.

APPLICANT:

PROTESTANTS:

Solomon Michael
By: [Signature]
Jegoll Restaurant
12-04-00

LINDA E. SOFTLI
Advisory Neighborhood Commission 1C
By: [Signature]
Dec 12-00

Noris J. James 12-3-2000
Kalorama Citizens Association
By: DENIS I. E. JAMES, LIQUOR LICENSING
CHAIR, KALORAMA CITIZENS ASSOCIATION

#6

Dated 12.3.2000

A. Applicant agrees that there will always be an ABC licensed manager or the owner/licensee on duty when alcohol is served.

B. Applicant agrees to post signs in Amharic and English requesting patrons to respect the peace, order and quiet of the neighborhood when leaving the establishment.

C. The Protestants will support Applicant's request of the ABC Board for reconsideration of its June 7, 2000 order preventing live music at the establishment, if through negotiation and sound level testing in the effected apartments (No.s 201 and 203) of 1841 Columbia Road, N.W., Washington DC 20009 a level of sound acceptable to the residents, the senior retail property manager of Charles E. Smith Company (Tomara Redman as of the date of this agreement) and the Applicant can be agreed upon. The sound tests were conducted on November 8, 2000 and an appropriate sound level was agreed upon. See attached report of J.M. Benson Company. Applicant agrees his sound levels will stay within the confines of the Benson report. Briefly restated here, the settings are: amplifier main speaker set at six (6); rear speaker set at five (5); channels 4 and 5 set at eight (8); all other channels set at maximum levels. The attached report should be used for enforcement purposes.

If the ABC Board finds the above an acceptable solution to the noise issues previously considered by the Board, then ANC-1C and Kalorama Citizens Association concur. If the ABC Board should disapprove of the above solution then this section (C.) of Item #6 would become void and not a part of this Voluntary Agreement. All other parts of this Voluntary Agreement would remain in effect.

Note: The J. M. Benson Company Acoustical Test Report consists of two pages of text and one page of sound levels.

APPLICANT:

Solomon Michael

By: [Signature]

Jegoll Restaurant
12-04-00

PROTESTANTS:

LINDA E. SOFTI

Advisory Neighborhood Commission 1C

By: [Signature]
Chair 12-04-00

Deniz James 12-3-2000
Kalorama Citizens Association

By: DENIS I. E. JAMES, LIQUOR LICENSING
CHAIR, KALORAMA CITIZENS ASSOCIATION

J. M. BENSON COMPANY

9338 Harvey Road, Silver Spring, Md 20910

301-595-5220 Fax 301-585-4414

ACOUSTICAL TEST REPORT

DATE:

Acoustical testing was performed on November 8, 2000 between 2:00 PM and 3:00 PM.

LOCATION:

Jegoll Restaurant 1843 Columbia Road, NW, Washington, D.C.

PERSONNEL:

Testing was performed by Jack Benson. Testing was performed in the presence of building Property Manager, Tomora Redman and Jegoll Restaurant owner, Solomon Michael. Community leaders Peter Schott, ANC1-C President and Denis James of the Kalorama Association inspected the audio system and were briefed on the test results. The occupants of apartments 201 and 203 were within their respective apartments during the tests.

EQUIPMENT:

Sound Level Meter: Class I Ivie IE-30A/IE-17A Microprocessor Audio Analyzer with a B&K 1" microphone pickup.

Jegoll Restaurant surround audio system with keyboard was used to generate the live music for the tests.

TEST PROCEDURES:

Test points on the 2nd floor were established by the occupants within apartments 201 and 203. Apartment 203 is located directly above with the ground floor lobby area with the Jegoll Restaurant in the basement below. Test data at each of the two (2) locations was recorded as indicated on the attached data sheet. We also recorded sound pressure levels near the center of the seating area with the Jegoll Restaurant.

We recorded the ambient sound pressure levels with no live music at all three test points. We recorded sound pressure levels at all test points with live music being played on the Jegoll keyboard sound surround audio system with the amplifier main speaker setting at 6, the rear speaker setting at 5, channels 4 & 5 at 8, and all other channels at maximum levels.

Acoustical tests were performed in general conformance with ASTM-E-336-90. In general, recorded data was taken at low peaks of internal and external intermittent noise.

Sound pressure levels were taken not closer than 22" inches from subject walls and approximately 3' above the floors. Measurements were taken with a Class I Ivie IE-30A/IE-17A Microprocessor Audio Analyzer with B&K 1" microphone pickup. The sound measuring equipment was factory re-calibrated in October 2000.

TEST RESULTS:

No increase in dBA noise levels were measured in either apartment. Intermittent street noise and other background noises contributed to minor octave band sound pressure level differences. See attached data sheet for specifics.

Within the two apartments neither apartment occupant nor this test engineer heard the music being played in the Jegoll Restaurant below.

DISCUSSION:

Considerable acoustical work has been performed in the Jegoll Restaurant prior to our acoustical testing:

- installation of an additional entrance door
- adding an acoustical barrier above the acoustical tile ceiling at the audio system location
- adding mass to the stair/entrance wall
- changing the speakers from 6 watt to 4 watt
- creating an audio surround system by locating a speaker in the rear of the dining area versus all speakers located in the front
- locating the amplifier in a locked box to allow the management to preset and control the generated noise levels

CONCLUSION:

Maintaining the above noted amplifier settings will allow the Jegoll Restaurant to play live music in their dining area without that music being perceptible in apartments 201 and 203.

BY:

J. M. BENSON COMPANY



Jack M. Benson
President
11-9-00

November 8, 2000
Date

J. M. BENSON COMPANY
9338 Harvey Road Silver Spring, Md. 20910
301-595-5220

JEGOLL RESTAURANT
1843 Columbia Road
Washington, D.C.

TEST POINT LOCATIONS	TEST CONDITIONS	dBA	OCTAVE BAND CENTER FREQUENCY, Hz								Time
			63	125	250	500	1000	2000	4000	8000	
Jegoll Restaurant	Ambient	58	60	54	53	56	47	47	47	44	2:40 PM
Jegoll Restaurant	Normal Music	80	80	86	86	74	67	63	60	63	2:35 PM
2nd Floor Apt. #201	Ambient	43	61	48	36	36	27	30	25	15	2:02 PM
2nd Floor Apt. #201	Normal Music	43	57	53	43	40	37	27	24	15	2:25 PM
2nd Floor Apt. #203	Ambient	41	50	47	37	37	30	24	20	15	2:10 PM
2nd Floor Apt. #203	Normal Music	39	50	47	37	37	30	24	21	15	2:20 PM
OCTAVE BAND SOUND PRESSURE LEVELS IN dB RE: 0.0002 MICROBAR											

**BEFORE
THE DISTRICT OF COLUMBIA
ALCOHOLIC BEVERAGE CONTROL BOARD**

In the Matter of :

AKO Family, Inc.

t/a Jegoll Ethiopian Restaurant

**Application for a Retailer's Class
CR - renewal application**

Case no. 28182-00125P

1841 Columbia Road, N.W.

Washington, D.C.

Peter Schott, Vice Chair, and Linda Softli, Chair, on behalf of the Advisory Neighborhood Commission 1C, and Michael Gould, President, on behalf of the Kalorama Citizens Association, Protestants

Michael Solomon, President, on behalf of AKO Family, Inc., Applicant

**BEFORE: Roderic L. Woodson, Esquire, Chair
Vera Abbott, Member
Charles Burger, Member
Laurie Collins, Member
Judy Moy, Member
Ellen Oppen-Weiner, Esquire, Member
Audrey E. Thompson, Member**

ORDER ON WITHDRAWN PROTEST AND VOLUNTARY AGREEMENT

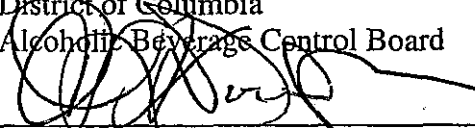
This matter, having been protested, came before the Board for public hearing on September 27, 2000, in accordance with D.C. Code Section 25-115(c)(5)(1999 Supp.), providing for the protestants to be heard. Peter Schott, Vice Chair, and Linda Softli, Chair, on behalf of the Advisory Neighborhood Commission (ANC) 1C and Michael Gould, President, on behalf of the Kalorama Citizens Association, filed timely protest letters.

The official records of the Board reflect that the parties have now reached an agreement that has been reduced to writing, and has been properly executed and filed with the Board. Pursuant to the agreement dated December 4, 2000, the protestants have agreed to withdraw the opposition, provided however, the Board's approval of the pending application is conditioned upon the licensee's continuing compliance with the terms of the Agreement.


Accordingly, it is this 31st day of January 2001, **ORDERED** that:

1. The opposition of ANC 1C and the Kalorama Citizens Association, be, and the same hereby, is **WITHDRAWN**;
2. The application of AKO Inc. t/a Jegoll Ethiopian Restaurant for a retailer's class CR license (renewal), located at 1841 Columbia Road, N.W. Washington, D.C., be, and the same hereby, is **GRANTED**;
3. The above-referenced agreement between the parties, be, and the same hereby, is **INCORPORATED** as part of this **ORDER**, and:
4. Copies of this Order shall be sent to the Protestants and the Applicant.

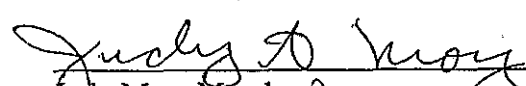
District of Columbia
Alcoholic Beverage Control Board


Roderic L. Woodson, Esquire, Chair



Vera Abbott, Member


Charles Burger, Member


Laurie Collins, Member


Judy Moy, Member


Ellen Oppen-Weiner, Esquire, Member


Audrey E. Thompson, Member

25882

AGREEMENT

This Agreement is made as of the 4th day of June 1997 by and between Advisory Neighborhood Commission 1C (the "Commission") and Fortune Palace, Inc., trading as 20 K Chinese Gourmet (the "Applicant").

RECITALS

A. The Applicant has filed an application with the Alcoholic Beverage Control Division of the Department of Consumer and Regulatory Affairs for a renewal of its Class CR license to sell alcoholic beverages at its restaurant at 1841 Columbia Road, N.W., Washington, D.C. (the "Application").

B. The Commission desires to condition its support for the Application on assurances from the Applicant that will guaranty the maintenance of cleanliness and public order, and ensure compliance with the law.

Now, therefore, in consideration of the mutual promises contained herein and the Commission's support of the Application, the Commission and the Applicant enter into this Agreement and hereby agree as follows:

1. Operation of the Restaurant.

(a) The Applicant shall operate a bona fide restaurant (the "Restaurant") on the premises pursuant to a Certificate of Occupancy permitting restaurant use. Accordingly, the Applicant shall operate the Restaurant so as to maintain a level of at least 45% of gross annual receipts from the sale of food and no more than 55% of gross annual receipts from the sale of alcoholic beverages.

(b) The Applicant shall permit patrons of the Restaurant to purchase food and drink with such credit cards as are commonly in use in the community.

(c) The Restaurant shall have a maximum capacity of 60 seats, and the Applicant shall not permit entry to any persons in excess of that maximum capacity.

(d) The hours of operation of the Restaurant shall be as follows:

11:00 a.m. - 11:00 p.m.	Sunday - Saturday ^{Thursday}	DMH
11:00am 12:00am	Friday - Saturday	

At the above-listed closing times, the Restaurant shall close its doors to new customers and sell no additional alcoholic beverages, whether for consumption on the premises or for carry out service, for the remainder of the night.

(e) The Applicant has contracted for private trash pickup for the Restaurant five times weekly, and shall maintain at least the same number of weekly trash pickups for so long as the Restaurant operates.

(f) The Applicant shall observe and comply with all laws with respect to the maintenance and cleanliness of the public space adjacent to the Restaurant premises, including all regulations concerning rat harborages and the storage and disposal of kitchen grease.

3. Support of the Application. The Commission shall support the Application and notify the appropriate officials of the Alcoholic Beverage Control Board of its support, along with a statement that the Commission's support is conditioned upon the execution of this Agreement and the performance of the promises contained herein. The Commission shall encourage the Alcoholic Beverage Control Board to condition the grant of a license pursuant to the Application upon the Applicant's compliance with this Agreement.

4. Breach. The Applicant agrees that any failure to comply with the provisions of this Agreement shall constitute grounds for the Commission to petition the Alcoholic Beverage Control Board, and any other appropriate authority for the revocation of the license to sell alcoholic beverages.

5. Transfer and Assignment. The Applicant shall notify the Commission of any sale or other transfer of its liquor license or of a controlling interest of its stock, or of any sale of substantially all the assets of the Applicant. (This Agreement may not be assigned by the Applicant without the prior written consent of the Commission.)

In witness whereof, the Applicant and the Commission have executed this Agreement as of the date first above written.

Fortune Palace, Inc.,
trading as 20 K Chinese Gourmet

By: Mei Ching Tan
Name:
Title:

Advisory Neighborhood Commission 1C

By: Daniel M. Horrigan
Daniel M. Horrigan
Chairperson